

# TTM and Beta Testing Agreement



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# TTM AND BETA TESTING AGREEMENT

## 1. Driver Testing Consent Agreement

This Driver Testing Consent Agreement (“Agreement”) is entered into by and between **Total Transport Management Inc. or its subsidiary alliances** (“Company” or “TTM Inc.”) and the individual participant (“Driver”).

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### Recitals

WHEREAS, TTM Inc. is developing the TTM Konnect Electronic Logging Device (ELD) mobile application and associated hardware for compliance and performance assessment;

WHEREAS, the Driver voluntarily elects to participate in the testing program;

NOW, THEREFORE, both parties agree as follows:

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### 1.1 Purpose

The Driver acknowledges and agrees:

- The TTM Konnect system is in a **pre-certification, non-commercial development stage**.
  - Testing is conducted **solely for engineering, performance, reliability, and regulatory logic development**.
  - Neither the Application nor Hardware is approved or certified by FMCSA or any regulatory body.
  - Logs and data generated **must not** be used for any official compliance, inspection, or enforcement purpose.
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### 1.2 Definitions

- **“Driver Data”** means operational data collected through the use of the Application and Hardware.
  - **“Personal Data”** means identifying information as defined under applicable data protection laws.
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### 1.3 Driver Representations & Responsibilities

The Driver agrees to:

- Use TTM Konnect **only within the testing program**.
  - Continue using a **certified ELD** for all legal Hours-of-Service (HOS) requirements.
  - Not present, display, submit, or reference TTM Konnect logs to regulators or enforcement officers.
  - Report all usage issues, discrepancies, or safety concerns to TTM Inc.
  - Provide accurate and complete information necessary for testing and evaluation.
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# TTM AND BETA TESTING AGREEMENT

## 1.4 Company Responsibilities

TTM Inc. shall:

- Apply reasonable safeguards for protection of Driver Data.
  - Use collected data **solely for** testing, compliance logic review, engineering analysis, and product improvement.
  - Provide technical support, documentation, installation instructions, and troubleshooting guidance.
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## 1.5 Specific Data Collection & Usage Consent

Driver explicitly consents to the secure collection and processing of:

- GPS coordinates and timestamped geolocation
- Vehicle motion, odometer readings, and engine hours
- Diagnostic and malfunction indicators
- Duty status events and transitions
- Application performance logs and crash data

### **Excluded:**

No biometric, financial, or irrelevant personal data will be collected.

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## 1.6 Waiver & Limitation of Liability

The Driver acknowledges:

- Driver is **solely responsible** for legal HOS compliance and any violations.
  - TTM Inc. disclaims liability for hardware malfunction, data loss, incorrect logging, connectivity failures, or system errors.
  - Driver shall indemnify TTM Inc. against third-party claims arising from misuse of Application data.
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## 1.7 Effective Date, Duration & Termination

- Agreement is effective upon Driver's signature.
  - Either party may terminate participation with written notice.
  - TTM Inc. may immediately terminate participation in cases of breach, misuse, or completion of the testing program.
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## 1.8 Governing Law

This Agreement shall be governed by the jurisdiction specified in **Schedule A**.

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# TTM AND BETA TESTING AGREEMENT

## 2. Driver Non-Disclosure Agreement (NDA)

### 2.1 Confidential Information Definition

Includes, without limitation:

- Application UI, UX, workflows
  - Screenshots, videos, logs, debug output
  - Hardware/firmware specifications
  - Technical documents, architecture, protocols
  - Business plans, roadmaps, internal correspondence
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### 2.2 Driver Obligations

Driver shall:

- Not disclose or publish confidential information.
  - Not copy, store, screenshot, record, or reproduce any confidential material.
  - Not reverse engineer or derive code.
  - Return or permanently destroy all confidential data upon request.
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### 2.3 Duration

Confidentiality obligations last **five (5) years** after test completion.

Trade secrets are protected **indefinitely**.

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### 2.4 Remedies

TTM Inc. may seek injunctive relief, damages, and attorneys' fees for breach.

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## 3. Beta Testing Agreement

### 3.1 Acknowledgment of Beta Status

Driver acknowledges:

- The Beta Application and Hardware may contain defects, errors, or incomplete features.
  - Data may be incomplete, delayed, or inaccurate.
  - Logs may be lost or overwritten without notice.
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## TTM AND BETA TESTING AGREEMENT

### 3.2 Tester Duties

Driver agrees to:

- Report all issues promptly.
  - Not use Beta logs for regulatory or commercial purposes.
  - Immediately discontinue use if operation becomes unsafe.
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### 3.3 Company Rights

TTM Inc. may:

- Modify, suspend, or terminate Beta access.
  - Deploy updates, patches, or configuration changes.
  - Collect anonymized performance metrics.
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### 3.4 Warranty Disclaimer

ALL SOFTWARE AND HARDWARE ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” No warranties, express or implied, including merchantability or fitness for purpose.

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### 3.5 Limitation of Liability

TTM Inc. is not liable for:

- Data loss
  - Enforcement actions
  - Commercial disruptions
  - Incorrect logs
  - Third-party claims
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## 4. Regulatory & Pre-Testing Compliance Checklist

### Driver Must Provide:

- Driver’s license
- Contact and emergency contact details
- Vehicle VIN, registration, truck or fleet number

### Driver Must Acknowledge:

- TTM Konnect is **not FMCSA-certified**.

# TTM AND BETA TESTING AGREEMENT

- Certified ELD is required for lawful HOS logging.
- TTM logs are for testing only.

## Company Must Provide:

- Installation guide & user manual
- Support contact
- Bug reporting procedure

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## 5. In-App Legal Disclaimer

### **WARNING:**

TTM Konnect is in **Test Mode** and **NOT FMCSA-certified**.

Data generated may be inaccurate or incomplete and must NOT be used:

- For DOT inspections
- For regulatory compliance
- As a replacement for certified ELD logs

Driver remains solely responsible for legal obligations.

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## 6. Privacy & Data Collection Policy

### 6.1 Data Collected

- GPS, speed, odometer, engine data
- Diagnostic/malfunction events
- Crash logs, application errors

### 6.2 Data Not Collected

- Contacts, messages, photos, financial data
- Audio, video, biometric data

### 6.3 Purpose

Data collected is used for:

- Performance evaluation
- Quality assurance
- Regulatory logic development

### 6.4 Data Sharing

TTM Inc. does **not** share testing data with FMCSA, data brokers, or unrelated third-parties.

Confidential — Testing Use Only | Version 1.0

# TTM AND BETA TESTING AGREEMENT

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## 7. Fleet Testing Agreement

### 7.1 Purpose & Scope

Fleet and Company mutually agree to participate in pilot testing using selected vehicles.

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### 7.2 Fleet Responsibilities

Fleet shall:

- Ensure all participating drivers sign required agreements.
  - Maintain certified ELDs for regulatory compliance.
  - Provide scheduled vehicles for testing.
  - Report incidents, issues, or operational risks promptly.
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### 7.3 Company Responsibilities

TTM Inc. shall:

- Provide hardware, software, and documentation.
  - Maintain confidentiality of fleet operational data.
  - Provide engineering support for installation and diagnostics.
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### 7.4 Duration & Termination

Either party may terminate with written notice.

All confidentiality and legal obligations remain enforceable post-termination.

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## TTM AND BETA TESTING AGREEMENT

### 7.5 Liability

Fleet retains all responsibility for operational compliance.  
Company liability is limited as previously set forth.

Driver Signature:.....

Contact No:.....

Authorized Signature on behalf of TTM

Date:.....